



# **Service Agreement (Part B) - Specific Terms of Funding for Child Safety Services**

**The Department of Communities, Child Safety and Disability Services Service Agreement comprises three sections:**

- **Service Agreement (Part A) - Standard Terms of Funding**
- **Service Agreement (Part B) - Specific Terms of Funding**
- **Service Agreement (Part C) - Specifications**

**The Service Agreement (Part B) - Specific Terms of Funding was developed to incorporate conditions which apply in situationally specific circumstances e.g. funding under particular program domains.**



# **Service Agreement (Part B) - Specific Terms of Funding for Child Safety Services**

**For Agreements entered into from 3 April 2012**

**Version CS 2.1**

***Family Services Act 1987***

***Child Protection Act 1999***

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## Background

- A. Funding is provided under Part 3 of the *Family Services Act 1987*. The Act empowers the Minister to approve or refuse an application for a grant under such conditions as the Minister thinks fit and authorises the Director-General to approve the Funding where the Minister so approves.
- B. The Minister has approved your application for Funding under the *Family Services Act 1987* for the delivery of Services as stated in the Service Agreement.

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## 1 Compliance

- (a) If the provisions of the *Child Protection Act 1999* or the *Commission for Children and Young People and Child Guardian Act 2000* apply to the activities carried out by You as part of the Services, You must comply with those provisions.
- (b) Legislative requirements contained in the *Commission for Children and Young People and Child Guardian Act 2000* and the *Child Protection Act 1999* override all conditions in the Service Agreement where there may be any conflict.

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## 2 Licensing requirements

- (a) If the Service is a care service, the Funding is contingent upon You obtaining a licence under the *Child Protection Act 1999* within a reasonable period.
- (b) If You are a licensed care service, or You are licensed, approved or otherwise authorised to provide a service or activity under the *Child Protection Act 1999* or another Act or regulatory scheme, You must ensure that the grounds and conditions upon which the licence, approval or authority was given, continue to be met for the duration of the Service Agreement.
- (c) Where and if a licence, approval or authority that is issued under the *Child Protection Act 1999* or another Act or regulatory scheme in relation to a service or activity is suspended, cancelled, amended or surrendered, We may suspend, vary or cease the Funding under the Service Agreement on the issue of a reasonable notice to You.

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## 3 Recordkeeping

### 3.1 Service User records and files

- (a) You must ensure all records and files regarding the provision of the Services are placed in secure storage.
- (b) You must maintain an individual file for each Service User.
- (c) Where the file or record relates to a Service User who is known to the State pursuant of the administration of the *Child Protection Act 1999*, You must:
  - (i) allow Our officers or employees access to the file or records; and
  - (ii) provide the file or record to Us in the event that:
    - A. You cease to provide the Services; or
    - B. the Service User to whom the file or record relates is no longer subject to the *Child Protection Act 1999*; or

- C. the Service User to whom the file or record relates turns eighteen years of age.
- (d) Where We require You to give Us these files or records, You:
  - (i) must give to Us the original files and any records; and
  - (ii) may only keep copies of original files or records for recordkeeping purposes.
- (e) You must comply with all directions given to You by Us regarding the storage and destruction of any files or records (including copies of files) created during the performance of the Service Agreement.

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## **4 Your employees**

You must ensure that:

- (a) Your employees are selected using an open and merit based selection process where reasonable;
- (b) You retain detailed records of Your selection and recruitment processes; and
- (c) where requested, You give Us access to Your records relating to the selection and recruitment of employees.

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## **5 Financial management**

### **5.1 How You are to manage the Funding**

- (a) You must:
  - (i) maintain separately identifiable ledger accounts to record the income and expenditure of the Funding; and
  - (ii) regularly perform bank reconciliations.
- (b) Your Financial Acquittal Reports must be signed and certified as correct by two members of Your executive or committee responsible for Your activities, at least one of whom has not prepared the report.

### **5.2 Motor vehicle**

Where You have purchased a motor vehicle with the Funding:

- (a) We will prepare a bill of sale.
- (b) You must:
  - (i) execute the bill of sale in favour of Us over the motor vehicle, and provide it to Us; and
  - (ii) maintain current insurance cover over the vehicle for its full insurable value, and provide Us with a copy of the certificate of currency if requested by Us.
- (c) We will attend to the registration of the bill of sale as required by Us, including the payment of any registration fees.

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## 6 Your audited statements

- (a) You must provide Us with the following documents, by the dates specified in Item 10 of the Service Agreement Part C- Specifications:
  - (i) an annual audited statement of income and expenditure reporting all items relating to the delivery of the Services; and
  - (ii) a balance sheet or extracts from the balance sheet which disclose details of assets and liabilities pertaining to the Funding (if the Service Agreement (Part C) – Specifications, specifies the format of this balance sheet You will deliver the required information to Us in that format).
- (b) Your audited statements of income and expenditure, balance sheets or extracts from the balance sheet must be certified by an independent qualified accountant who has had no involvement in the preparation of these statements or accounts of Your organisation, is not an employee or a member of Your organisation and who is:
  - (i) registered as a company auditor or a public accountant under Queensland law;
  - (ii) a member of the Institute of Chartered Accountants in Australia or the Australian Society of Certified Practising Accountants; or
  - (iii) a person whose accounting qualifications are accepted by Us.
- (c) If You are a local government or a tertiary institution, You may give Us, instead of the requirements set out in this clause 6(a), a statement set out in the format of the Financial Acquittal Report specifying the Funding Details and certified by the chief accounting officer or equivalent.

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## 7 Performance monitoring

- (a) You must submit performance reports at the times specified in Item 6.1 of the Service Agreement Part C- Specifications, such reports are to be provided in the format specified by Us.
- (b) In addition to the provision of performance reports, You must:
  - (i) participate in Quarterly Service Meetings arranged by Us; and
  - (ii) participate in a Service Assessment on an annual basis or as otherwise requested by Us.

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## 8 Survival

Clause 3 of this Service Agreement (Part B) – Specific Terms of Funding will survive termination or expiration of the Service Agreement.

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## 9 Definitions and Interpretation

**“Quarterly Service Meeting”** means a meeting conducted four times per annum to monitor compliance with the Service Agreement and licensing requirements (if applicable), as well as to invite discussion for development of solutions to regional/local practice and process issues; and

**“Service Assessment”** means an assessment by relevant Departmental officers of Your performance in relation to the Service Agreement.